Request for Proposal

Cedar Hills Regional Landfill Area 6 Closure Design

RFP No. E00029E06

September 2006



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KING COUNTY REQUEST FOR PROPOSALS ADVERTISEMENT

King County is requesting Proposal Submittals from qualified firms interested in providing engineering design and technical services necessary for the staged closure of Area 6 at the County's Cedar Hills Regional Landfill.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfq_itb/new_consu.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The estimated value of this contract is \$2,500,000 to \$2,750,000. The County plans to issue one contract.

Contract Title: Cedar Hills Regional Landfill Area 6 Closure Design

Number: E00029E06

Proposals due: October 12, 2006

Time: 5:00 p.m.

Pre-proposal Meeting: September 20, 2006

Time: 10:30 a.m.

Location: Cedar Hills Conference Room, 7th Floor, King Street Center,

201 S. Jackson St, Seattle WA 98104

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: Selected Consultant will provide engineering design and technical services necessary for the phased closure of Area 6 at the County's Cedar Hills Regional Landfill. Services may include pre-design, final design, operations plan updates, preparation of contract documents, regulatory and permitting services and design services during construction.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract:

Surface Water Control System Design, Cost/Schedule Estimating, Soil Exploration/Geotechnical Testing, Computer Aided Design/Computer Assisted Engineering, Technical Report Writing, Leachate Control System Design, Operations Plan Design, Landfill Gas Control system Design, Surveying

CONTRACTING OPPORTUNITIES PROGRAM: The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services. The SEDB goal for this Project is:

SEDB Goal 15%

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Gib Myers, Contract Specialist** at **206-684-2024**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS

Cedar Hills Regional Landfill Area 6 Closure Design RFP NO. E00029E06

I. INTRODUCTION

- A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
 - Proposers shall provide the Submittal to King County no later than 5:00 p.m., October 12, 2006, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

Gib Myers, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.

- 2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
- 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: http://www.metrokc.gov/procurement/forms/eb.aspx
- C. The purpose of this RFP is to obtain a qualified consultant or consultants to provide engineering design and technical services necessary for the phased closure of Area 6 at the County's Cedar Hills Regional Landfill. Services may include pre-design, final design, operations plan updates, preparation of contract documents, regulatory and permitting services and design services during construction. The County estimates the potential value of the contract to be from \$2,500,000 to \$2,750,000.
- D. This contract will be negotiated and executed in phases coinciding with the start and finish of each stage of closure. Phase 1 will include Stage 1 closure. The County reserves the right to negotiate amendments with the selected consultant to perform all phases subsequent to Phase 1, or to procure the services of another consultant to perform any work to be added by contract amendment.
- E. <u>Organizational Conflicts of Interest</u>. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable,

or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

II. PROJECT BACKGROUND

- A. The intent of this contract is to provide all necessary design services for the staged closures of Area 6. Refuse Area 6 will be closed in stages by installing final cover in a series of construction contracts. For the purpose of this scope of work, this type of multiple year refuse area closure shall be referred to as a *staged closure*. Refuse Area 6 will be constructed in stages each construction season starting during the summer of 2007 and finishing in the summer after the completion of the next to the last lift in Area 6. The number of stages necessary will depend on many factors including, annual tonnage, filling sequence, and operation plan lift configuration.
- B. This contract will be negotiated and executed in phases coinciding with the start and finish of each stage of closure. Phase 1 will include Stage 1 Closure. Stage 1 Closure will not occur during the construction of the Area 7 Development project in 2008. Stage 2 Closure depending on the filling rate of Area 6 could occur in 2008. This Scope of Work is intended to include possible tasks for all stages of final cover and therefore includes tasks for coordination with the Area 7 Development project Consultant. The contract for the Area 7 Development consultant services has been award to and executed with HDR Engineering, Inc. (formerly known as Henningson, Durham, and Richardson, Inc.). Therefore proposers can assume that the Area 7 Consultant will be available for coordination during Stage 1 Closure.

III. PROCUREMENT PROCESS

A. General Information

- 1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
- Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.

- Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
- 4. <u>Public Disclosure</u>. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

- 1. Time to file a Protest.
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
- Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
- 3. <u>Determination of Protest</u>. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
- 4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.

- Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
- 6. <u>Determination of the Appeal</u>. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.
- 7. <u>Compliance with Protest and Appeal Process</u>. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
- 8. <u>Exhaustion of Administrative Remedies.</u> As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
- 9. <u>Venue.</u> By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. <u>Anticipated Schedule</u>. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	Selection Process
09-14-06	Public Announcement for RFP
09-20-06	Pre-proposal Meeting (10:30 a.m Cedar Hills Conference Room, 7th Floor, King Street Center,
	201 S Jackson St, Seattle WA 98104)
10-12-06	Submittals Due (5:00 p.m.)
10-26-06	Select Finalists
11-06-06 (week of)	Interview, if necessary
11-16-06	Ranking of Finalists and Notice of Selection
11-27-06	Selected Consultant submit all Cost and Pricing Data
02-28-07	Execute Contract

- 2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
- 3. <u>Addenda</u>. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Gib Myers, Contract Specialist

at 206-684-2024, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

D. Negotiations

- 1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
- 2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the RFP and the Work Plan Level of Effort (LOE) submitted by the selected Proposer. A Project Schedule shall accompany all revisions to the SOW and LOE. The SOW, LOE and Project Schedule should be interrelated and identify tasks and subtasks by the same numbers.
- 3. If the County and selected Proposer cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the County may discontinue negotiations and go to the next highest ranked Proposer. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.
- 4. The selected Proposer shall only have two (2) primary negotiators, who shall remain constant for the entire duration of the negotiation. Subconsultants or specialists shall be allowed to participate in the negotiations in limited pre-scheduled circumstances to discuss specific issues in their area of expertise, specific SOW, or to clarify the basis for the LOE.
- 5. Negotiation of labor rates, overhead rates and fee shall not begin until after the County has received and reviewed the Cost and Pricing Data.

E. Contract Terms and Conditions

 A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfq_itb/new_consu.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

F. Cost and Pricing Data

 King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Gib Myers, Contract Specialist
King County Finance & Business Operations Division
Procurement and Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue, Seattle, WA 98104

2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in a decision by the County to discontinue

negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.

- a. Financial Statements Including Balance Sheet And Income Statement. Only the Prime Consultant should submit this information.
- b. **Direct Salaries**. All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
 - (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
- c. **Overhead Rates**. All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.
 - (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates**. Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a caseby-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.

e. Other Direct Cost(s).

- (1) Identify <u>all</u> Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
- (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
- (3) Failure to identify ODC results in a presumption that there are no ODC.

- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:
 - (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. <u>Markup on Subconsultant Costs and ODC</u>. In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

G. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Nondiscrimination And Equal Employment Opportunity

- 1. Nondiscrimination in Employment and Provision of Services. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to the Agreement.
- 2. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of the Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
- 4. <u>Small Business and Minority and Women Business Enterprises Opportunities.</u> King County encourages the Consultant to utilize small businesses, including Minority-

- owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
- b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to those firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
- d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.
- e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
- f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.
- 5. <u>Small Business and Minority and Women Business Enterprise Practices</u>. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- Equal Employment Opportunity. The Consultant will implement and carry out the
 obligations in its Affidavit and Certificate of Compliance regarding equal employment
 opportunity, and all other requirements as set forth in the Affidavit and Certificate of
 Compliance.
- 7. <u>Unfair Employment Practices</u>. King County Code Chapter 12.18 will be incorporated by reference as if fully set forth and such requirements shall apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party

subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:

- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
- Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
- c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
- d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
- e. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
- f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, or based upon a bona fide occupational qualification; and/or
- g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain <u>times</u> is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
- 8. <u>Discrimination In Contracting.</u> King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
- 9. <u>Record-Keeping Requirements and Site Visits</u>. The Consultant shall maintain, for at least six (6) years after completion of all work under the Agreement, the following:
 - a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications

- for employment, or the administration or delivery of services or any other benefits under the Agreement; and
- b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on the Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in the Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
- c. The County may at any time visit the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If the Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

B. Required Submittals

- 1. The County will not execute any Agreement without receipt of the following forms:
 - a. Affidavit and Certificate of Compliance with King County Code 12.16. The Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of the Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - b. Personnel Inventory Report.
 - c. <u>Statement of Compliance with King County Code 12.16.</u> The Consultant shall obtain this statement from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from which the Consultant obtains employees;
 - d. <u>ADA/504 Disability Assurance of Compliance.</u> The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to the Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.
- The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of the Agreement. Any violation of the applicable requirements of the Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant to sanctions and penalties allowed under the Agreement, federal and local law.
- 3. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available by contacting King County Business Development and Contract

Compliance at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development Business Development and Contract Compliance Section Bank of America Tower, M.S. BOA-EX-2000 701 5th AVE STE 2000

Seattle WA 98104

Phone: 206-205-0700, TTY Relay 711

Fax: 206-205-0719

C. Required Submittals During Work

1. The Consultant shall update the submittals listed below for itself and submit them to King County Business Development and Contract Compliance at the address above.

2. Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit to the Business Development and Contract Compliance Section a final Affidavit of Amounts Paid identifying amounts actually paid, and any amounts owed, to each subconsulting firm and/or supplier for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

D. Voluntary Small Economically Disadvantaged Business Participation Goal and Contracting Opportunities Program

1. Contracting Opportunities Program. The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding of proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.

2. Definitions.

- a. A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000.
- b. A "Certified Firm" is a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Contact the BDCC Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.

3. Voluntary SEDB Participation Goal

a. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of contracts for professional services to King County. The following percentage is the voluntary SEDB goal established for this Contract: SEDB: 15%

- b. King County may adjust the SEDB participation goal for this Contract to reflect the minimum level of SEDB participation under the following conditions:
 - (1) After issuing the Notice of Selection, and before contract award, King County determines to modify or delete a scope of work for which the Consultant has identified an SEDB to perform in its proposal.
 - (2) Subsequent amendments to this Contract expand the scope of work projected for SEDBs, or create new opportunities for other SEDBs to participate.
 - (3) During the term of the Contract, the Consultant determines that it is unable to comply with the SEDB goal. In that event, the Consultant shall make a written request to King County to reduce or modify the goal. The request shall describe the Consultant's efforts and inability to obtain SEDBs and must clearly demonstrate that SEDBs were unavailable to meet the SEDB goal. The County will evaluate the request and, if appropriate, direct the preparation of an amendment to reduce or modify the SEDB goal.
- 4. Determination of SEDB Eligibility. King County will count only the participation of Certified Firms towards the voluntary SEDB goal established for this contract. The County will count the proposer's identified participation as follows:
 - a. For evaluation purposes, King County will count only the participation of SEDBs that are certified by King County before the date and time of proposal submittal.
 - b. SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SEDB has the management and technical expertise to perform using its own workforce and resources. An SEDB may further subcontract a portion of the work, provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the SEDB that has the contract.

E. Sanctions for Violations

 Any violation of the mandatory requirements of the non-discrimination, equal employment, affirmative action and ADA/504 provisions shall be a material breach of contract for which the Consultant may be subject to damages, withholding of payment, and any other sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand

- of King County, make available to King County at Consultant's local office in King County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.
- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
 - 2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 - 3. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.

- 4. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
- 5. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
 - 1. Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - d. The Consultant's Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

VI. EVALUATION AND SELECTION CRITERIA

A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or

- importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **four (4) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 - 1. The original and copies of the Submittal shall be indexed with tabs for each section.
 - 2. Submittal shall be limited to a maximum of nine (9) pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. Attachment 3, Work Plan/LOE & Project Schedule;
 - g. Attachment 4, Key Personnel Table;
 - h. All charts, tables, graphics, attachments, and pictures.
 - 3. The **only** documentation not included in the page count is as follows:
 - a. Resumes.
 - 4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2) or fewer conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.
 - 5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.

- 6. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
- 7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
- 8. Submittal shall be prepared on 8 1/2" by 11" paper except Attachment 3 Work Plan/LOE and Project Schedule, which may be on 11" x 17" paper.
- C. The Submittal shall consist of the following parts:
 - 1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number:
 - b. Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
 - 2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
 - 3. Attachment 5 Non-Discrimination and Other Forms. If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
 - 4. Proposal. The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a <u>clear</u>, <u>comprehensive and concise</u> manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience and Technical Competence – 25 Points

- The County will evaluate the experience, technical competence and qualifications of the Key Personnel listed positions in Attachment 4, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity, which shall be defined as:
 - a. Design of landfill cell final cover systems in accordance with WAC 173-351;
 - b. Design of landfill cell final cover systems in accordance with Subtitle D;
 - c. Development and modification of Refuse Area Plans of Operation;
 - d. Landfill Gas (LFG), leachate and stormwater infrastructure modifications to incorporate with a landfill cell final cover system.
- 2. Preferred Experience levels are as follows:
 - a. <u>Project Manager</u>. The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing numerous projects. Preference shall be given to a proposed Project Manager that has

- experience as the Project Manager on design contracts with estimated construction costs of at least 4 million dollars. The projects must demonstrate that the proposed Project Manager was responsible for managing the design services contract, and being the primary point of contact and communication between the Consultant's team and Owner. Preference shall also be given to a proposed Project Manager who has experience with all four types of projects listed in 1.a. thru 1.d above.
- b. <u>Lead Project Engineer</u> -The Lead Project Engineer shall be licensed Engineer in the State of Washington. The Lead Project Engineer shall have five (5) years demonstrated landfill permitting experience with WAC 173-351 closures.
- c. <u>Lead Hydrogeologist</u> The lead Hydrogeologist shall be licensed in the State of Washington as a Geologist and/or Hydrogeologist. The level of experience of the Lead Hydrogeologist should include at least five (5) years experience in the following areas in a landfill setting, designing, conducting and documentation of hydrogeologic investigations. The Lead Hydrogeologist shall have demonstrated experience coordinating with regulatory agencies.
- d. <u>Lead LFG Engineer</u> The Lead LFG Engineer shall have five (5) years experience in the design and analysis of landfill gas extraction, collection and transmission systems.
- e. <u>Lead Geotechnical Engineer</u> The Lead Geotechnical Engineer shall have at least five years experience landfill closure geotechnical evaluations including slope stability analysis, and geotechnical design using geomembranes and geotextiles in a landfill setting.
- f. <u>Lead Environmental Engineer</u> The Lead Environmental Engineer shall be a licensed Engineer and have at least five (5) years experience with storm water, wastewater, and leachate management at municipal landfills including hydrologic design, water treatment, hydrologic modeling, hydraulics, and erosion control.
- g. <u>Lead Landfill Operations Plan Developer</u> The Lead Landfill Operations Plan Developer shall have at least five (5) years experience in the development of filling plans and related reports for municipal landfill operations.

3. Submittal Information

- a. <u>Resumes</u>. Provide resumes for <u>all</u> Key Personnel, <u>in alphabetical order by the last name</u>. Resumes shall, at a minimum, include the following information:
 - (1) Name of Person & title;
 - (2) Firm name & number of years employed by Firm;
 - (3) Number of years of experience in profession;
 - (4) Education (college degree & year);
 - (5) Professional registrations and licenses (type/state/year);
 - (6) Description of projects demonstrating how the proposed Key Personnel meets the minimum experience requirements;
 - (7) Indicate whether the projects demonstrate the team member's experience in the areas listed above in subsection VIII.A.1, a through d; and

- (8) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the experience of the proposed Key Personnel for their roles and responsibilities on those identified projects. The Proposer is responsible for ensuring that the contact information is correct.
- (9) Describe in a short narrative highlights of the project team members' relevant experience and technical competence in the areas listed above in subsection VIII.A.1, a through d.
- b. <u>Attachment 4 Key Personnel Table</u>. Complete Attachment 4 identifying individual's name, proposed role and responsibility and estimated hours to perform those services for each Phase. Positions and names maybe added to the Key Personnel Table as the Proposer determines to be appropriate.

B. Work Plan/Level of Effort (LOE) & Project Schedule - 40 points

- The County will evaluate the proposed Work Plan/Level of Effort (LOE) and Project Schedule to determine the Proposer's understanding of the scope of work, allocation of skilled personnel to specified tasks, appropriate utilization of subconsultants and Small Economically Disadvantaged Businesses (SEDB), and overall project approach.
 - a. The Work Plan/LOE is an opportunity for the Proposer to demonstrate their understanding of scope and to propose ideas for the Project. Be certain to identify any proposed changes to the scope by adding or subtracting tasks.
 - b. The Work Plan/LOE is also an opportunity to demonstrate appropriate division of work to promote participation of SEDB firms in this Project. Be certain to consider balancing the division of work between an appropriate number of individuals and firms.

2. Submittal Information

- a. Work Plan/LOE. Based on the Scope of work established in the RFP, submit a
 Work Plan/LOE by discipline for each task and subtask identified on Attachment
 3.
 - (1) The Work Plan/LOE shall be in the same format as the Work Plan/LOE shown in Attachment 3. Proposers must use the electronic version of the Work Plan/LOE to generate the hardcopy. The electronic file link is located on the County's website immediately below the RFP document file link. If you are not able to download the electronic version please contact Gib Myers, Contract Specialist at (206) 684-2024, TTY Relay: 711. NOTE: Use only the Input Worksheet in the Work Plan/LOE. Other worksheets in the electronic Work Plan/LOE workbook provided with this RFP, including those for ODCs and wage escalation, are not required for the purposes of this RFP and have been hidden. Do not attempt to unhide and use them at this time. These worksheets will be used during the negotiation phase.
 - (2) Add or subtract tasks or subtasks to/from the Work Plan/LOE in accordance with your understanding of the scope of work for this project, and as necessary to demonstrate your ideas for an approach to the project you believe would be helpful to it. Use the separate narrative requested below to explain your additions or subtractions, if any. Do not add narrative to the Work Plan/LOE spreadsheet.

- (3) Discuss in a narrative any elements of the Work Plan/LOE and Project Schedule that may require clarification or emphasis, including any proposed changes to the scope.
- (4) Be certain to identify the names of the personnel associated with each discipline.
- b. <u>Project Schedule</u>. Submit a proposed Project Schedule at the task level consistent with the RFP Scope of Work and the Proposer's Work Plan/LOE.
 - (1) The proposed Project Schedule should identify task durations, predecessors, constraints, linkages, deliverables, County review, review by others, milestones, completion dates, and other critical dates.
 - (2) The Project Schedule shall be on a one (1) page table on 11" x 17" paper. An example Project Schedule can be found in Attachment 3 of this RFP.

C. Record of Past Performance & Project Examples – 25 Points

- The County will evaluate the Project team's record of performance on contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
- 2. The County will evaluate the Project Examples to evaluate the Proposer's experience with similar projects and the amount of involvement the Key Personnel had with the Project Examples. The Project Examples should demonstrate the Key Personnel's experience with following characteristics:
 - a. Design of landfill cell final cover systems in accordance with WAC 173-351;
 - b. Design of landfill cell final cover systems in accordance with Subtitle D;
 - c. Development and modification of Refuse Area Plans of Operation;
 - d. Landfill Gas, leachate and stormwater infrastructure modifications to incorporate with a landfill cell final cover system.

3. Submittal Information:

- a. A brief narrative description of the team's record of performance on past projects. Discuss such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness and other managerial considerations.
- b. <u>Project Examples</u>. Submit a maximum of five (5) project examples. Construction must be completed on all project examples and the facilities should be in full operation.
 - (1) For each Project Example, identify the Personnel included in Attachment 3 "Work Plan/LOE" and/or Attachment 4 "Key Personnel".
 - (2) For each Project Example, identify the Project name and location and list the characteristics of the project example that are also characteristic of the work proposed for this contract, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.

- (3) For each Project Example, identify the initial contract price, the final (inclusive of all contract modifications) contract price, the initial date scheduled for 100% design completion, the actual 100% design completion.
- (4) For each Project Example, specify the Proposer's role as a Prime Consultant, Subconsultant, or Other. Provide the names and titles of the firms' personnel on the project with a description of their project responsibility. Place an asterisk (*) by the name of each person who will be assigned to this project.

D. Utilization of SEDB Firms – 10 points

- 1. The County will evaluate:
 - a. The percentage of participation of SEDB firms. The percentage of participation will be evaluated on a sliding scale. Proposers that meet the 15% SEDB goal will be eligible to receive the maximum point allocation for this sub-criterion.
 - b. The Proposer's plan to mentor an SEDB in each of the major work elements identified in the Scope of Work, including engineering design and technical services.

2. Submittal Information:

- a. Show the percentage of participation of SEDB firms for this contract. Include the firm's name and work discipline to be performed on this Project.
- b. Discuss the Proposer's mentoring plan. For example, identify the major work elements in which the SEDB will be mentored and explain the activities/process the Proposer will implement to ensure that the SEDB is fully engaged in all phases of the project.

E. Interviews – 50 Points possible

- 1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
- 2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.
- 3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

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ATTACHMENT 1 - SCOPE OF WORK

E00029E06 Attachment 1

ATTACHMENT 1 – SCOPE OF WORK CEDAR HILLS REGIONAL LANDFILL AREA 6 CLOSURE DESIGN

AREA 6 CLOSURE DESIGN

The intent of this contract is to provide all necessary design services for the staged closure of Area 6. Refuse Area 6 will be closed in stages by installing final cover in a series of construction contracts. For the purpose of this scope of work, this type of multiple year refuse area closure shall be referred to as a *staged closure*. Refuse Area 6 will be constructed in stages each construction season starting during the summer of 2007 and finishing in the summer after the completion of the next to the last lift in Area 6. The number of stages necessary will depend on many factors, including annual tonnage, filling sequence, and operation plan lift configuration.

This contract will be negotiated and executed in phases coinciding with the start and finish of each stage of closure. Phase 1 will include Stage 1 Closure. Stage 1 Closure will not occur during the construction of the Area 7 Development project in 2008. Stage 2 Closure (depending on the filling rate of Area 6) could occur in 2008. This Scope of Work is intended to include possible tasks for all stages of final cover and therefore includes tasks for coordination with the Area 7 Development project Consultant. The contract for the Area 7 Development consultant services has been awarded to and executed with HDR Engineering, Inc. (formerly known as Henningson, Durham, and Richardson, Inc.). Therefore the Proposer can assume that the Area 7 Consultant will be available for coordination during Stage 1 Closure.

There shall be a standard review process for all submittals. This review process shall be as described in the following unless stated otherwise by the King County Project Representative (KCPR).

General Submittal Guidelines

A standard review process shall be followed for all submittals. Consultant shall submit three copies of draft documents of all deliverables identified for review by King County Solid Waste Division (KCSWD). Upon completion of KCSWD's review, Consultant shall discuss the comments and required revisions to the final deliverable by telephone with the KCPR unless otherwise indicated in this scope. Upon completion of deliverable revisions, Consultant shall submit a checked draft to the KCPR for verification and final deliverable comment. Upon receipt and incorporation of the KCSWD's final comments, Consultant will issue six copies of deliverable as final. Additional or fewer copies of the final deliverable shall be provided as requested by the KCPR.

ALL FINAL CONTRACT DELIVERABLES SHALL BE PROVIDED IN ELECTRONIC FILE FORMAT AS WELL AS A PRINTED HARD COPY.

DRAWINGS: AutoCAD (version to match current KCSWD)

TEXT: MS Word XP SPREADSHEETS: MS Excel XP

DATABASE: MS Access XP, or SQL Server

E00029E06 1 of 27 Attachment 1

TASK 100 PROJECT MANAGEMENT

Objectives: To manage the work performed to achieve the overall project schedule and budget limitations and to coordinate work efforts among the project team, the Solid Waste Division, Regulatory Agencies & consultants working on other aspects of the project.

- 1. Provide for all administrative, contractual, and financial components of the work; and
- 2. Facilitate interaction of all parties, including Consultant's Project Manager with the KCPR.
- 3. Provide management and supervision of subconsultants;
- 4. Provide management and oversight of progress and budgets;
- 5. Provide monthly progress reports;
- 6. Conduct weekly Design Coordination meetings (Task 100.4);
- 7. Participate in monthly Progress Meetings with the KCPR (Task 100.4);
- 8. Arrange and participate in periodic coordination meetings with Area 7 Consultant, Construction Management Consultant, and the KCPR:
- 9. Provide communication of all ongoing liaison with Area 7 Consultant and/or Construction Management Consultant to the KCPR;
- 10. Ensure conformance of all Subconsultants with the Project Management Plan, schedules, budgets, and deliverables; and
- 11. Develop and maintain (with periodic updates as required) a detailed Project Schedule and budget tracking system for the work.

The designated Consultant Project Manager shall oversee the Project Management of the Consultant Project Team. The lines of communication shall be through the Consultant Project Manager, and in his/her absence, his/her designee. Project management shall be required for the duration of the contract. For the purposes of estimating, the contract period should be assumed to start in 2006 and end in 2010.

Task 100.1 Project Management Plan

In accordance with KCSWD's policy and procedures and Project Management Manual, the Consultant shall develop a Project Management Plan for distribution to all personnel involved with the project. The Project Management Plan, intended to guide the execution of the project, includes but is not limited to the following elements:

- 1. Addresses the Project Manager's role, responsibilities, and communications plan.
- 2. Identifies the project and team goals and objectives.
- 3. Includes project team members, their levels of responsibility, and authority.
- 4. Identifies work tasks and the standards to which the work will be performed.
- 5. Includes standard routing lists for all project correspondence and deliverables.
- 6. Includes staffing directory and identifies individual responsibilities.
- 7. Summary of project scope, budget, and schedule.
- 8. The team meeting schedule and/or plan.
- 9. Risk assessment.
- 10. Organization of the project.
- 11. Quality assurance (QA) and quality control (QC) procedures and policies.
- 12. Includes specific procedures for the following:
 - i. Internal and external communications:

- ii. Work product reviews;
- iii. Progress reports;
- iv. Invoicing; and
- v. Other elements identified by KCSWD.

As priorities or work assignments change, the Project Management Plan will be amended and distributed by the Consultant on a timely basis, to ensure that all personnel are fully cognizant of all current requirements of the project. The Project Management Plan shall be reviewed and approved by KCSWD.

Task 100.2 Project Schedule

Prepare a detailed schedule of project activities. Plan and provide adequate resources to assure schedule requirements are met. Schedule requirements shall incorporate both internal and external milestones. Note: Project schedule shall be prepared using Microsoft® Project 2000 or equal project software and is assumed to consist of 50 activities or less.

The Consultant shall prepare and maintain throughout this project a schedule, in PERT Chart format. The Schedule shall be updated monthly. The Consultant shall monitor the budget in order to track expenditures and to monitor costs against budgets and anticipated expenditure rates. This shall include preparation of Excel spreadsheets to track expenditures for each subconsultant and the entire project.

Task 100.3 Budget Control and Monthly Progress Reports

Consultant shall provide contract administration in order to ensure that all cost documentation procedures are completed in accordance with the contract and KCSWD policies. This shall include management and oversight of all Consultant personnel. The commitment and allocation of personnel required for completion of this work shall be ensured throughout the performance of the work. In addition, Consultant Project Manager shall track progress and budget status for Consultant personnel on a weekly basis.

Consultant Project Manager shall communicate on a real-time basis with the KCPR with verbal communications on a daily basis when required, and *ad hoc* communications, as required, to document discussions and decisions.

Cost Control/Progress Reporting - Manage the subconsultants and the contract budget. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets. Documentation shall include details of expenditures on each task and shall show the hours worked by project personnel and other direct expenses related to the task. The Consultant shall prepare monthly Progress Reports in accordance with the prescribed Solid Waste Division's format requirements. The progress report shall describe the status of work completed, schedule status, budget status, and estimates of the completion percentage of each task.

Task 100.4 Project Progress and Design Team Coordination Meetings

Progress Meetings

Key members of the Consultant's project team shall meet with Solid Waste Division staff and other consultants monthly to review progress and address project issues. The project manager and additional staff from the project team as appropriate for the items to be addressed at the coordination meetings, shall attend each meeting. Consultant shall prepare and distribute a summary of the meeting discussion and results to all participants. The meetings are assumed to require 4 hours for each participant including travel time plus two additional hours for one person for meeting minute preparation. The following number of meetings shall be included in the LOE for each team member: 16.

The Consultant shall coordinate general and overall design concepts through meetings defined above. For those tasks that require detailed discussions not appropriate for the meeting forum, the Consultant shall confer and coordinate design details with the KCPR and King County Solid Waste Division (KCSWD) Operations staff.

The Consultant shall provide coordination of specific elements where interactions and interdependencies between existing and proposed facilities are known to occur and where KCSWD Operations may be affected. Facilities associated with Area 6 Closure that require coordination with existing facilities include roadway configuration, traffic control and routing requirements, surface water and leachate management features, and landfill gas facilities.

Specific, known items that require communication and coordination with KCSWD Operations staff are listed below and a budget has been estimated accordingly, considering a 16 month design period; however, due to unknown coordination issues, the effort expended for this task shall be limited to the LOE allocated. Should unforeseen issues mandate additional coordination activities, additional budget may be requested and negotiated between the Consultant and the KCPR.

- 1. Area 5 and Area 6 modifications.
- 2. Operations review and coordination for roads, stockpiling, site planning.
- 3. Operations review and coordination for various facilities, including; storm water, contaminated storm water (CSW), leachate, Soil use, landfill gas.
- 4. Site visit to review facilities operations, performance, and maintenance requirements for existing facilities; meet with operations staff.
- 5. Site visit to review, document and verify (where possible) existing facilities that may require revision or demolition.

Design Coordination Meetings

Consultant shall hold weekly in-house design coordination meetings to track progress and budgets on task-specific elements of the work. These meetings shall address budgets and deliverables for each area of work and shall be used to ensure that resources and personnel are applied to complete individual assignments and the overall project. It is estimated that there will be 16 weekly meetings, each one hour in duration. Of these 16 meetings, 8 shall be with King County Solid Waste Division and 2 members of the prime consultant's Project Team Members. Meetings may be focused on components of the work that are critical to ongoing deliverables and which precede other

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activities on the critical path. A maximum of four (4) additional, *ad hoc* meetings may be held to deal with issues and concerns that develop as the work progresses.

Task 100.5 Coordination with Regulatory Agencies

This effort includes attendance at scheduled Design Meetings with regulatory agencies. Consultant shall not directly contact regulatory Agency staff without explicit approval by the KCPR. It is anticipated that a maximum of 4 meetings will be held with regulatory staff during the preliminary design effort. The Consultant shall prepare monthly summaries of design issues, if any, to be presented to the Seattle King County Department of Public Health (SKCDPH). The Consultant shall present these issues at monthly meetings described in Task 100.4. The Consultant shall keep up to date the design schedule for presentation at these meetings.

Task 100.6 Construction Contract Document Production and Coordination Meetings

Ongoing liaison with Area 7 Consultant and the Construction Management Consultant shall be maintained through the Consultant Project Manager. All correspondence, interaction, communications, and transfer of data and findings shall be conducted through the Consultant Project Manager, with written summaries provided for the KCPR.

Specific activities include the following.

- 1. Preparation of detailed Engineer's Estimate of Construction Cost.
- 2. Coordination Meetings. Consultant shall arrange, host and document 4 meetings, with a maximum of 2 prime consultants and 2 sub-consultant team participants, for the purpose of coordinating design packages. The meetings will be 2 hours.
- Deliverable Documentation. Consultant shall document and coordinate combined deliverables resulting from monthly progress meetings with the KCPR and design review meetings with the KCPR, KCSWD staff and Construction Management Consultant during the design phase.
- 4. Submittal Coordination. Consultant shall coordinate preparation, production and delivery of combined submittals to the KCPR.
- 5. Generic Drawings. Consultant shall coordinate and share responsibility with Area 7 Consultant for preparation of generic Drawings during one construction season.
- 6. Construction Quality Assurance Plan. Consultant shall coordinate production of a consolidated Construction Quality Assurance Plan with Area 7 Consultant when there is construction for Area 6 and Area 7 scheduled during one construction season.
- 7. Design interface with Area 7. Consultant shall meet with and discuss various design issues incorporating all aspects of the design including leachate management, LFG collection and conveyance, surface water management and materials balances. A senior and staff engineer attending a maximum of two meetings, each a full day's duration, to discuss specification format, modification, coordination and consistency, plus associated organization, preparation, meeting notes, etc.;
- 8. Revision of all Division 1 Specifications;
- 9. Preparation of a consolidated specification section for Measurement and Payment Procedures;

 Review, coordination and modification of specification sections for Geomembrane, Geosynthetic Clay Liners, Earthwork, Erosion and Sedimentation Control, Surface Water Drainage, and Landfill Gas Collection System.

The Consultant shall provide coordination of specific elements where interactions and interdependencies between facilities are known to occur. Facilities associated with the Area 7 development shall require coordination with Area 5 and 6 facilities, including cover systems, surface water management features, and landfill gas facilities. The Consultant shall confer with and coordinate construction related design features with the construction management consultants.

The Consultant shall coordinate general and overall design concepts through meetings defined in other tasks. For those tasks that require detailed discussions not appropriate for the meeting forum, the Consultant shall coordinate design criteria and details through communication and document sharing with other consultants. The Consultant shall update and maintain the project files to add documents as they are produced by the design team and other consultants working on other projects at Cedar Hills. Also, under this task, electronic design files shall be transferred electronically between the various design team firms' offices on an as-needed basis. Hard copies of the up-to-date versions of design drawing files shall be stored in a centralized location and made available to various design team offices as needed.

Specific, known items that will require communication and coordination with others are listed below and an LOE has been estimated accordingly; however, considering a 4 month design period, due to unknown coordination issues, the effort expended for this task shall be limited to the amount budgeted. Should unforeseen events mandate additional coordination activities, additional budget may be requested.

- 1. Coordinate the design/layout with Area 5 Closure and Area 7 Design to resolve possible facility usage conflicts.
- 2. Coordinate surface water control switching and contributing area designations with Area 5.
- 3. Coordinate with Area 5 staged closure & Area 7 base map preparation.
- 4. Coordinate drafting standards and formatting for design drawings with other consultants.
- 5. Establish deadlines and coordinate document publication and submittals with Area 7 Design Team.

TASK 100 DELIVERABLES

- D.100.1.1 Draft Project Management Plan.
- D.100.1.2 Final Project Management Plan.
- D.100.2.1 MS Project Schedule.
- D.100.2.1 PERT Chart.
- D.100.2.3 Weekly Expenditure Excel Spreadsheet.
- D.100.3.1 Monthly Progress Reports.
- D.100.4.1 Project Meeting Minutes.

- D.100.4.2 Design Coordination Meeting Minutes.
- D.100.5.1 Regulatory Agency Meeting Minutes.
- D.100.5.2 Monthly Design Issues Summary.
- D.100.6.1 Construction Document Coordination Meeting Minutes.
- D.100.6.2 Preparation of detailed Engineer's Estimate of Construction Cost.
- D.100.6.3 Deliverable Documentation Consultant shall document and coordinate combined deliverables resulting from monthly progress meetings with the KCPR and design review meetings with the KCPR, KCSWD staff and Construction Management Consultant, during the design phase.
- D.100.6.4 Submittal Schedules.
- D.100.6.5 Construction Quality Assurance Plan.

<u>TASK 150 CONCEPTUAL DESIGN PHASE SERVICES – ALTERNATIVES DEVELOPMENT AND ASSESSMENT</u>

Objective:

The Consultant shall develop a conceptual plan for operating (filling) and closure for Area 5, 6, 7 in this task.

The Consultant shall research the use and development of emerging technologies in landfill final cover design. The Consultant shall evaluate the use of emerging technologies in the context of the preferred final cover design. The Consultant shall review and evaluate previous cover sections in coordination with Task 200 and Task 400. To accomplish these objectives the Consultant shall:

- 1. Perform Emerging Technology Research;
- 2. Review Existing Documents, Comments, and Evaluate Previous Designs for Basis of Design;
- 3. Develop List of Closure Design-Related Questions for Submittal to County staff;
- 4. Attend Meetings with County staff;
- 5. Prepare Design Review Meeting Minutes documenting meeting with County staff:
- 6. Perform Site Visits;
- 7. Conceptual Filling Plans for Area 5, 6, and 7 top lifts;
- 8. Complete Closure Alternatives Development & Assessment for Area 6 and Final Closure for the combined Area 5, 6, and 7 closure;
- 9. Create an Implementation Plan;
- 10. Develop Conceptual Design Construction Cost Estimate for all alternatives; and
- 11. Create a Technical Memorandum.

Develop a concise summary of criteria selected for design of Refuse Area 6 closure that will serve as the basis from which to evaluate and select pre-design alternatives evaluated under this phase.

Identify elements of previous closure system designs for the Cedar Hills Regional Landfill that should be retained and those that should be refined or modified for Area 6 closure design.

If the results of 150.1 indicate the need and/or possibility of incorporating a cost saving new technology, develop alternative final cover sections based on the preferred design per Subtask 150.4. This task will develop new design elements using emerging technology for those design elements with the most impact to cost and effectiveness.

The consultant shall give a 30 minute presentation of alternatives and new technologies at a Task 100.4 Monthly Progress Meeting.

Task 150.1 Emerging Technology Research and Evaluation

Develop a brief summary of new and emerging advancements in final cover design configurations and construction materials. Include evaluations of the effectiveness of landfill gas leakage detection systems. The Consultant will outline the topics to be researched for review and approval by the KCPR. Each topic will have an associated level of effort estimate. It is assumed that a maximum of 40 staff hours will be expended for the purpose of Emerging Technology Research documentation.

Task 150.2 Review Existing Documents, Comments, and Evaluate Previous Designs for Basis of Design

Review all phases/stages of the Area 5 and Area 4 Final Cover construction drawings. The elements and materials of each final cover section shall be listed and evaluated in cooperation with the Operations Section Landfill Operations staff. One four hour meeting and a maximum 40 staff hours will be expended for the purpose of reviewing the existing documents.

Outline of documents to be reviewed:

- Area 4 Stage 1 Closure.
- Area 4 Stage 2 Closure.
- Area 4 Stage 3 Closure.
- Area 4 Final Closure.
- Area 5 Stage 1 Closure.
- Area 5 Stage 2 Closure.

Following the meetings and resolution of outstanding items, the Consultant will summarize the results of the meetings pertaining to closure design and emerging technology research in a memorandum that will be submitted to the County one time only for review. This memorandum, (Memorandum #1) will be combined with the Design Criteria and Basis of Design Report prepared under Task 150.2.6 and 150.3.

After completion of Subtasks 150.1, 150.2, and 150.3, evaluate the previous final cover designs. Take into consideration constructability, cost, and effectiveness. Based on this evaluation of the previous designs the Consultant Project Manager will compile a list of

design changes to recommend for further development. The priority will be given to those design elements with the greatest impact to cost and effectiveness.

Task 150.2.1 Develop List of Closure Design-Related Questions for Submittal to County Staff

The Consultant will prepare a list of questions regarding closure system components for submittal to the County to facilitate discussions at meetings with County staff. This list will be combined with the list of questions focusing on the existing operations plan and design of past closed landfill areas.

Task 150.2.2 Attend Meetings with County Staff

The Consultant will attend up to two meetings with County Engineering and Operations staff to discuss closure system components to obtain input regarding Refuse Area 6 closure design and construction requirements. The focus of the meetings will be to identify existing closure-related systems at the landfill that either work especially well or will require modifications. These meetings will be held jointly with the meetings to discuss the existing operations plan and procedures and conducted under Task 400. Unresolved items remaining after the meetings will be addressed through telephone conversations and direct contact with individual County staff.

Task 150.2.3 Prepare Preliminary List of Design Criteria

Based on an evaluation of existing closure design criteria and the results of Phase I, Task 150, the Consultant will update the list of recommended design criteria for final grading, final and interim final cover systems, surface water control systems, landfill gas collection system, leachate seep control, and other related facilities. In addition to using the results of staff interviews, site investigations, and regulatory review, the Consultant will consider the County's operational, access, redundancy, and maintenance requirements as well as the County's criteria developed for previous closure phases in development of recommended design criteria.

The updated list of design criteria will be submitted to the King County Solid Waste Division and the Design Team for review.

Task 150.2.4 Review Meeting with County Staff

Upon request by the County, the Consultant will attend and document one meeting with County staff to obtain and discuss the County's review comments on the updated list of Design Criteria. The meeting shall be 2 hours with a maximum of 2 prime consultants and 2 sub-consultant team members. The Consultant will prepare and submit to the County the draft and final minutes of the review meeting.

Task 150.2.5 Site Visits

Perform one site visit with one team member to evaluate the feasibility of staging and/or constructing the final cover systems at Cedar Hills. Take into consideration the site constraints and on-going land filling operations. The Consultant shall prepare a site visit report including the findings of the visit and digital record photos.

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Task 150.2.6 Prepare Draft and Final Design Criteria

Comments received from the County will be considered in the development of a draft Design Criteria, Memorandum #2. A check-copy of the revised Design Criteria will be submitted to the County for final review. Comments received will be incorporated into the final Design Criteria and appended to the Conceptual Basis of Design Report, which will be submitted to the County, under Task 150.4, distributed to the project team for use in pre-design, and also appended to the Area 6 Closure Pre-Design and Final Design Engineering Reports prepared under Tasks 200 and 300. Use comments to update and prepare draft Final Design Criteria and incorporate Final Design Criteria in the Conceptual Basis of Design Report.

Task 150.3 Implementation Plan (include identification of Phases & Schedules)

Provide a sequential construction implementation plan for the selected closure design alternative. The implementation plan will be presented in the form of a critical path method Gantt chart. The work breakdown structure will be individual major tasks required by the contractor to complete the construction of the new final cover section. This is intended to discover any special construction constraints that may need to be addressed in the Technical Specifications section of the construction contract documents. (The implementation plan is not simply a CPM construction project schedule; it is a detailed analysis of the construction sequence.)

Task 150.4 Conceptual Basis of Design Report

Develop a Conceptual Basis of Design Report including the results of 150.1 to 150.3. The document will be as a consolidation of Deliverables D.150.1 through D.150.3 and appended to the Pre-Design Engineering Report (Task 200).

Develop and Submit the Conceptual Basis of Design Report. That work shall include presenting all information developed in Tasks 150.1 to 150.3, as well as, but not necessarily limited to, the following;

- a. Develop and analyze alternative conceptual Closure Designs for Area 6. Document and recommend one preferred alternative design that best achieves the project objectives.
- b. Develop and analyze alternative Conceptual Plan(s) for the final Closure of Areas 5, 6, and 7 after the completion of the last refuse lifts. Document and recommend one preferred alternative plan.
- c. Develop Conceptual Construction Cost Estimates for all alternatives (an order of magnitude construction costs).
- d. Develop design intent and update existing design intent of the preferred alternative(s).
- e. Develop Construction Phasing Plans for the preferred alternatives.
- f. Develop a Design and Construction Schedule and Implementation Plan.

TASK 150 DELIVERABLES

D.150.1	Emerging Technology Research and Previous Design Evaluation Technical Memorandum.
D.150.2	Review Existing Documents, Comments, and Evaluate Previous Designs for Basis of Design (Memorandum #1).
D.150.2.3	One list of questions regarding closure design for discussion at the meetings (10 copies). This list will be combined with the list of landfill operations questions prepared under Task 400.
D.150.2.4	One meeting minutes presenting the results of the meetings with County staff (3 copies). These meeting minutes will be combined with the memorandum addressing landfill operations prepared in Task 400.
D.150.2.5	Site Visit Letter Report and Photo Log.
D.150.2.6	Draft Final Design Criteria (Memorandum #2).
D.150.3	Construction Implementation Plan.
D.150.4	Conceptual Basis of Design Report.

TASK 200 PRE-DESIGN

Objectives:

Complete preliminary plans, specifications, and cost estimates for the selected closure alternative, PS&E approximately developed to 40% level of effort.

- Develop a base map for the Phased Area 6 Closure that will be used as the base for design drawings for computing earthwork volumes and for locating facilities on site. The base map will be developed in the most current AutoCAD version.
- 2. Produce a Pre-Design Engineering Report to be used as basis for the Final Design Engineering Report (Task 300).
- 3. Review and revise, as appropriate, the analysis of Area 6 soil usage;
- 4. Quantify on-site soil that is suitable for processing as select fill and/or topsoil base.
- 5. Provide the design of the final grading configuration for the final and interim covers for the Area 6 closure.
- 6. The Closure limits, as defined by the Operations Plan and Task 200.4.1, require construction of both Interim Final Cover and Final Cover. The Consultant shall review and revise, as necessary, the existing design details as developed in Task 150. Additional design details shall be developed, as required, to address the interface between the Closure cover system and the surrounding areas.

7. Provide Preliminary Plans, Specifications and Cost Estimates.

Task 200.1 Preliminary Site Base Map

Task 200.1.1 Review Existing Information

Existing base maps from the Area 5 closure and Area 6 development projects, facilities improvement project, and most recent existing topography developed from aerial photographs will be reviewed and used in developing the base map for this project. It shall be assumed that AutoCAD electronic files of project-related maps will be provided to the Consultant as well as hard copies. Available record drawings will also be reviewed and discrepancies between the record drawings and base maps shall be noted by the Consultant.

Task 200.1.2 Develop Base Map

Existing electronic information reviewed in the previous task will be compiled into one AutoCAD file. Areas of overlap and duplicate information will be trimmed to represent only what appears to be the most accurate information. The base map will be updated with additional survey information collected in other tasks. The base map will be prepared at a scale of 1"=50'.

Consultant Responsibilities

Consultant shall:

- Prepare draft and final versions of a base map for use in preparation of each stage of the Area 6 Closure Design;
- Organize existing survey data;
- Perform additional surveys as needed to complete design services.

Task 200.2 Surveying

Surveying will be carried out to assist in facility location, base map preparation, and field investigations. The Consultant shall at a minimum include the following activities:

- 1. Identify invert elevations, rim elevations, pipe and structure sizes as required;
- 2. Provide topography and locate surface features as required; and
- 3. Locate test pits and borings included in geotechnical field investigations in Task 200.3.

Task 200.3 Soils Exploration and Soil Usage Analysis

Objectives:

- 1. Review and revise, as appropriate, the existing analysis of Area 6 Development and Closure soil usage completed by others; and
- 2. Quantify on-site soil that is suitable for processing as select fill and/or topsoil base.

Task 200.3.1 Analysis of Soil Usage for Area 6 Operations and Staged Closure

Consultant shall evaluate and revise, as appropriate, the analysis of soil usage within Area 6.

Analysis to be completed shall include the following.

- 1. Update existing estimates of the soil requirements for the Area 6 Phased Closure, soil requirements projected for Area 6 Operations, and for the available quantities of select fill, topsoil base, and embankment in the Main and Select Fill Stockpiles. Include consideration of current stockpile quantities and quantities that shall be generated and required by the Area 7 Development.
- 2. Comparison of the available quantities to the estimated requirements for the Area 5, 6, and 7 staged closures, combined closure of the final lifts of Area 5, 6, and 7, and Area 7 Development.
- 3. Evaluation of material processing necessary to achieve the required stockpile quantities and material quality for Area 6 Operations and Phased Closure.
- 4. Coordination of the grading plans for daily cover excavation with the overall site grading plans and Area 7 Development grading plans.

Consultant shall summarize the findings and analyses from this task in a memorandum submitted to KCPR for review. Once finalized, the memorandum shall be included in the Pre-Design Report.

Task 200.3.2 Select Fill Investigation in Main Stockpile

Consultant shall conduct a field and laboratory investigation within the Main Stockpile at the Cedar Hills Regional Landfill (CHRL). The objective of the investigation shall be to quantify on-site soils that will be suitable for processing as select fill and/or topsoil base for incorporation as part of the current and future Area 6 Closure, and Area 7 Development and Phased Closure.

The Scope of Work for this investigation shall include:

- 1. Excavating test pits in five areas at strategic locations throughout the Main Stockpile, and Area 7 development;
- 2. Reviewing existing test pit and boring logs from the Area 6 geotechnical investigation and existing screened materials estimates;
- 3. Providing estimated quantities of material suitable for processing to produce select fill and topsoil base material, based on the information gathered;
- 4. Providing processing requirements for both select fill and topsoil base;
- 5. Presenting a written report of the findings and conclusions of the investigation included in the Task 200.3.1 technical memorandum.

Consultant shall document all discussions and agreements made with site personnel, and obtain approval from KCPR of any decisions made, prior to implementation or incorporation into the planning and design process. This consultation shall continue throughout the design process.

Task 200.4 Final Grading and Layout Plans

Objective:

Provide the design of the final grading configuration for the final and interim covers for the Area 6 closure.

Task 200.4.1 Delineation of the Limits of Cover System and Grading for all Stages

Consultant shall perform the following activities:

- 1. Identify the location of existing adjacent cover systems;
- 2. Identify the outside limits of each closure stage;
- 3. Develop limits of grading;
- 4. Prepare horizontal and vertical controls of perimeter for final anchor trench; and
- 5. Delineate Interim Final Cover and Final Cover areas.

Task 200.4.2 Grading Plan Preparation

This task shall include the evaluation and development of the following grading plan components of the Closure Design:

- 1. Development of base grades;
- 2. Development of final grades;
- 3. Temporary erosion and sediment controls;
- 4. Vegetation and permanent erosion controls;
- 5. Design of roads and access; and
- 6. Stockpile and Contractor's staging area(s).

Final grades shall be developed to ensure a seamless transition into contiguous areas and facilitate the transition to each stage of the closure. Design shall include appropriate erosion control measures to ensure that there is no deterioration of the closed sections.

Analyses associated with these design elements shall include grading to develop balanced cuts and fills to meet proper transitions and slopes. Calculations shall also include those required to ensure proper centerline grades along equipment and waste haul routes within existing and adjacent refuse areas.

Task 200.5 Cover System Design

Objective:

The Closure limits, as defined by the Operations Plan and Task 200,4,1, require construction of both Interim Final Cover and Final Cover. The Consultant shall review and revise, as necessary, the existing design details as developed in Task 150. Additional design details shall be developed, as required, to address the interface between the Closure cover system and the surrounding areas. Details to be developed shall include the following:

1. Final Cover stability analysis under static and seismic loading conditions;

- 2. A new detail for the interface between the Interim Final Cover and the Final Cover:
- 3. A new detail for the connection of the Area 6 Interim Final Cover with the existing Area 5 Interim Final Cover:
- 4. A new detail for the connection of the Area 6 Interim Final and Final Cover with the subsequent edges of the Area 6 Stages of Interim Final and Final Cover systems;
- A new detail for the connection of the Area 6 Final Cover with the existing PVC SW Main Hill Final Cover; and
- 6. Interim Final Cover and Final Cover storm water infiltration collection system.

Task 200.6 Leachate and CSW Control System Design

Objectives:

Leachate conveyance for the staged closures shall be designed to utilize existing infrastructure established during Area 6 Development, and for other contiguous and downstream areas. Consultant shall address potential modifications to ensure gravity drainage of leachate within Area 6, wherever practicable.

Consultant shall review and revise, as necessary, the existing design details prepared as part of previously completed staged closures. Additional design details shall be developed and incorporated into the design drawings, as necessary.

Specific elements of design shall include:

- 1. Design of the CSW conveyance system to transport CSW from the active area over portions of Area 6 that have been closed to the existing CSW infrastructure:
- 2. Design of the CSW ditch at the crest of the Final Cover;
- 3. Review and modification, if required, of existing design details to facilitate construction over the Final Cover system;
- Consideration of measures that may be taken to increase the ratio of clean SW to CSW;
- 5. Consideration of different configurations and materials for the SW and CSW conveyance systems;
- 6. Evaluation of required storage capacity and available capacity in existing facilities.

The methodology associated with this design shall address leachate generation rates from waste, and shall be determined by findings, data, and experiences from previous phased closures. Unless authorized by amendment the design of leachate conveyance measures shall be confined to the specific bounds of the staged closures, and connections to adjacent existing Leachate Collection Systems.

Task 200.7 Landfill Gas System Design

Objectives:

Landfill gas (LFG) conveyance piping is installed during operational development of the waste lifts. Consultant shall review and revise, as necessary, existing design details prepared as part of the previously completed staged closures. Additional design details

shall be developed and documented in the Draft Design submittal, as required, to ensure effective connection of gas collection piping at the closure interface.

Specific elements of the design shall include:

- 1. Update existing details for LFG collection below the Final Cover system;
- 2. Review of connection details to direct landfill gas flows to the existing conveyance system, including analysis to determine new pipe sizes, interface connectors, and leakage control.

The methodology associated with this design shall address gas generation rates from waste, and shall be determined by findings, data, and experiences from the previous refuse area closures at the Cedar Hills Regional Landfill.

This analysis shall include consideration of: the interactions and impedance created by commingled flows of leachate and landfill gas; the performance of the header system; and the need for construction of any additional header pipe as part of the staged closures. Operations data from the landfill gas system shall be used to ascertain the effectiveness of landfill gas conveyance within the landfill and how it will impact or be impacted by continuing phased closure. Measures shall be designed to ensure continuous flows of landfill gas and prevent uncontrolled emissions and/or air intrusion, particularly at the interfaces of any adjacent existing closure and/or development cover and liner systems.

Task 200.8 Storm Water/Erosion and Sedimentation Control (ESC) System Design

Objectives:

Consultant shall conduct design analysis of storm water conveyance systems as required for the staged closures. Final Cover areas and Interim Final Cover areas constructed as part of the staged closures shall be considered in conjunction with the Interim Final Cover areas constructed during previous staged closures. The additional analyses associated with storm water and ESC management shall include:

- 1. Sizing of all new storm water (SW) and erosion and sedimentation control (ESC) conveyance features required for the staged closures; and
- 2. Determining capacity of existing conveyance systems.

Design details used in previous refuse area closures at this landfill shall be reviewed and revised as necessary for surface sheet flow and interception of surface flows in conveyance swales and ditches along the slopes of the staged closures and direction to existing primary SW features. Additional design details for primary SW conveyance shall be designed as necessary.

Task 200.9 Final Implementation Plan

Objective:

Update the Task 150.3 Implementation Plan incorporating the new elements developed in Task 200.

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The Consultant will undertake this task in coordination with the corresponding tasks for the project implementation schedule for Refuse Area 7 development, and will prepare a combined schedule that shows the interrelationship of work in both projects.

The work in this task will include the following activities:

Task 200.9.1 Develop Activity Dependency and Duration List

The Consultant will develop a list of critical design, permitting, operation, and construction activities based on the results of other Tasks included in Area 6 Closure and Area 7 Development, identify activity dependencies, and estimate duration for each activity.

Task 200.9.2 Develop Preliminary Area 6 Closure Schedule and Meet with KCSWD

Using the initial list of activities and their dependencies and duration the Consultant will develop a preliminary schedule. The Consultant will meet once with KCSWD personnel to review the preliminary schedule and identify activities that could be constrained by weather or other considerations and to identify activities that the KCSWD staff will be able to perform. The Consultant will prepare draft and final minutes documenting the meeting.

Task 200.9.3 Finalize Area 6 Closure Schedule

After meeting with the KCSWD, the Consultant will revise the activities and schedule for efficient completion of the project. The final schedule will identify the activities to be performed, their sequence and duration, and who will perform them. The activities included in each construction contract required for closure of Area 6 will be identified. The inter-relationships between KCSWD operations, Refuse Area 6 closure, and Refuse Area 7 development (to the extent they are known) will be shown on the schedule. The schedule will include the following:

- 1. Design activities.
- 2. Permitting activities.
- 3. KCSWD and regulatory agency review periods.
- 4. Bidding and contract award activities.
- 5. Construction activities.
- 6. Operation activities.

Task 200.10 Preliminary Cost Estimate

Prepare a pre-design level 40-50% Engineer's cost estimate before proceeding to Final Design.

Task 200.11 Pre-Design Engineering Report and Drawings

The Consultant shall prepare a Pre-Design Engineering Report that documents the analysis, design recommendations, and results of Refuse Area 6 Closure Pre-Design for submittal by KCSWD to the applicable regulatory agencies for review and approval.

The Pre-Design Report shall contain all Technical Memorandums and documents used to complete Task 150 and Task 200.

Consultant shall prepare 60% project Design Drawings for review. The drawings shall conform to KCSWD's formats and standards, and be produced in AutoCad Version 2002 (or current version used by KCSWD). The drawings shall include plans, cross sections, and details that illustrate all components of the design. The drawing list shall include, at least, the following:

Pre-Design Report:

- 1. Title, Cover, and Table of Contents
- 2. List of Figures
- 3. References
- 4. Report Outline
- 5. Chapters:
 - a) Soils Exploration and Soil Usage Analysis
 - b) Final Grading and Layout Plans
 - c) Cover System Design
 - d) Leachate and CSW Control System Design
 - e) Landfill Gas System Design
 - f) Storm Water/Erosion and Sedimentation Control (ESC) System Design
 - g) Final Implementation Plan
 - h) Preliminary Cost Estimate
- 6. Appendix: Conceptual Basis of Design Report.

General Drawings:

- 1. Title sheet, including location plan and drawing list (1 sheet);
- 2. Legend, notes, symbols, and glossary sheet (1 sheet);
- 3. ESC plans, details, and notes;
- 4. Title Sheet;
- 5. Existing Grading, taken from the Base Map;
- 6. Cover System Plan, sections, and details;
- 7. Leachate System Plan, sections, and details;
- 8. Stormwater Management Plan, sections, and details;
- 9. Landfill Gas Plans, sections, and details.

TASK 200 DELIVERABLES

Shall be submitted in accordance with the standard review process:

D.200.2.1	30% Draft Area 6 Stage 1 Base Map	(1 copy)
D.200.2.2	90% Draft Area 6 Stage 1 Base Map	(3 copies)
D.200.2.3	90% Final Check Draft Area 6 Stage 1 Base Map	(1 copy)
D.200.2.4	90% Final Area 6 Stage 1 Base Map	(6 copies)
D.200.3.1	Combined Draft Analysis of Soil Usage for Area 6 Closure and Area 6 Investigation of Select Fill Mate Stockpile Memorandum	

D.200.3.2 Combined Final Check Draft Analysis of Soil Usage for Area 6 Operations and Closure and Area 6 Investigation of Select Fill Material in the Main Stockpile Memorandum Combined Final Analysis of Soil Usage for Area 6 Operations and Closure Memorandum (1 copy) Combined Final Analysis of Soil Usage for Area 6 Operations and D.200.3.3 Closure and Area 6 Investigation of Select Fill Material in the Main Stockpile Memorandum Combined Final Analysis of Soil Usage for Area 6 Operations and Closure Memorandum (6 copies) D.200.11.1 Draft Pre-Design Engineering Report and Design Drawings (6 copies) D.200.11.2 Check Draft Pre-Design Engineering Report and Design Drawings (6 copies) D.200.11.3 Final Pre-Design Engineering Report and Design Drawings(6 copies)

TASK 300 FINAL DESIGN

Objectives:

- Address all of the requirements delineated in State and Federal regulations, including but not limited to the Washington Administrative Code (WAC) 173-351; and
- 2. Prepare 90% progress design documents, as described herein, for submission to and comment from KCPR, prior to preparation of the 100% final design documents.
- 3. Prepare the Closure construction documents;
- 4. Prepare the 90% and 100% Area 5 Combined Stage III Closure Design Drawings, plus associated design analyses, modeling, and calculations. This design shall result in construction documents for bidding.

Task 300.1 Conduct Additional Cost Analyses

The Consultant will provide up to 40 hours of professional and technical staff time to conduct additional analyses and evaluations or to revise the analyses and evaluations performed under this task to respond to the KCSWD's comments. If more than the allocated amount of hours will be needed to address the KCSWD's comments, the Consultant will notify the KCSWD and provide an estimate of the necessary hours. The KCSWD will authorize the additional hours in writing or direct the Consultant to respond only to specific comments that can be addressed within the allocated hours. The draft chapter, KCSWD review comments, telephone conference record, and results of the additional technical analyses will be used in preparation of the Area 6 Closure Final Design Report.

Task 300.2 Specifications and Bid Documents

Consultant shall prepare detailed project Specifications and Bid Documents for all aspects of the staged closures. Progressive submittals shall be made to KCPR for review, in accordance with the General Submittal Guidelines.

The Specifications shall be prepared in Construction Specifications Institute's (CSI) format. Consultant shall develop Specifications for Divisions 1 through end, as required.

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King County Professional and Construction Services Section (PCSS) shall provide Division 0. (The Consultant shall verify which version of CSI Master Format numbering system shall be used prior to preparing the Specifications.)

Bid Documents shall be based on King County's standard formats developed for the Area 5 Closure, modified to meet the specific requirements of the Area 6 staged closures. Consultant shall coordinate with KCPR to ensure that proper formats and procedures are used for all bid package submittals.

In addition, Consultant shall coordinate the preparation of the Area 6 staged closure Technical Specifications with the Technical Specifications prepared by the Area 7 Development Consultant. (See Task 100.6 for detailed list of this effort.)

Task 300.3 Design Drawings

Consultant shall prepare project Design Drawings for all aspects of the Area 6 staged closures. Progress submittals shall be made at the 90% and 100% levels of design. Responsibility for preparation of the general drawings shall be shared with Area 7 Consultant when applicable. Consultant shall produce the general drawings and the Area 6 staged closure drawings.

Project Design Drawings shall be produced and submitted to the KCPR for review. The drawings shall conform to KCSWD's formats and standards, and be produced in AutoCad Version 2002 (or current KCSWD version). The drawings shall include plans, cross sections, and details that illustrate all components of the design. The staged closure drawing list shall include, at least, the following:

General Drawings:

- 1. Title sheet, including location plan and drawing list;
- 2. Legend, notes, symbols, and glossary sheet;
- 3. ESC/SWPPP plans, details, and notes.

Staged Closure Drawings:

- 1. Title Sheet:
- 2. Existing Grading, taken from the Base Map;
- 3. Cover System Plan, sections, and details:
- 4. Leachate System Plan, sections, and details;
- 5. Stormwater Management Plan, sections, and details;
- 6. Landfill Gas Plans, sections, and details;
- 7. Construction Season Closeout Requirements;
- 8. Additional details of all designed elements; and
- 9. Coordinated Reference Plans.

Task 300.4 Final Construction Cost Estimate

Consultant shall prepare a detailed construction cost estimate for all aspects of the Closure. The Final Construction Cost Estimate submittal shall be made to the KCPR, for review, at the 90% stage of design. The draft and final Cost Estimates shall conform to KCSWD's formats and standards.

Objective: Develop the preliminary cost estimate for the Area 6 Closure.

The Consultant will prepare a preliminary cost estimate for each closure stage identified for Refuse Area 6 based on the preliminary design prepared under Task 200. The cost estimate will represent an order of magnitude level estimate as defined by the American Association of Cost Engineers and will be based on the level of detail available from the other tasks in the pre-design phase of the project in terms of individual items and quantities. The work in this task will include the following activities:

Task 300.4.1 Prepare List of Closure System Categories

The Consultant will develop a listing of the major closure system categories, the construction items included in each category, and the estimated quantities of each item from the draft engineering report chapters prepared for Tasks 200 and 300. It is assumed that there will be 8 closure construction categories with an average of 10 items in each category.

Task 300.4.2 Review Historical Cost Data and Develop Unit Prices

The Consultant will review historical closure cost information for similar components and projects, including bid tabulations from previous King County Solid Waste Division projects that are provided by the KCSWD. The Consultant will escalate the historical bid tabulation unit prices to the estimated construction period midpoint. The Consultant will also contact suppliers of the major materials to be used in the closure construction to obtain current cost information. Using this information, the Consultant will develop unit prices for the items of each category of closure construction. This work will include estimation of unit costs to support evaluation of final and interim final cover section alternatives under Task 150, 200, and 300.

Task 300.4.3 Prepare Draft Chapter of Engineering Report

The Consultant will prepare a draft chapter of the Engineering Report, including supporting calculations to document unit prices, that presents the preliminary cost estimates for each closure stage, and the associated supporting assumptions and data sources used to develop the cost estimates. One draft chapter will be submitted to the KCSWD for review.

Task 300.4.4 Meeting

The Consultant will discuss and resolve KCSWD's review comments at a Monthly Progress Meeting. The Consultant will prepare meeting minutes to record the discussion with the KCSWD team.

Task 300.5 Construction Quality Assurance Plan

Consultant shall prepare a Construction Quality Assurance (CQA) Plan describing the Area 6 staged closure construction program for use by the Consultant Construction Manager. The CQA Plan shall be based on that prepared for the Area 5 Staged Closure, modified such that it is specific to the Area 6 staged closure. The CQA Plan shall be submitted to the KCPR for review as part of the 90% and 100% design package.

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Responsibilities for preparation of the CQA Plan shall be shared with the Area 7 Consultant. Specifically, the Area 7 Consultant shall be responsible for preparation of all elements describing the work associated with the Area 7 Development.

Task 300.6 Area 6 Closure Final Design Report

Consultant shall prepare a Final Design Report that presents updated analyses, calculations, data, and findings of the project design, reflecting the requirements of each staged closure completed at Pre-Design. The detailed report shall include:

- 1. All analyses, calculations, and modeling results completed and
- 2. All results of the soil exploration and soil usage analyses.

The report shall include discussion of all analyses, the impacts on design, and the requirements of the final design. In particular, the design report shall clearly describe any changes made from the previous closure designs, and Pre-Design analysis, with the technical justification, advantages and disadvantages, and impacts on the existing and future components of design.

The Final Design Report for the Area 5 Closure shall be used as a model for the Final Design Report. The Draft Final Design Reports shall accompany the submittal of the Design Drawings. The Final Check Draft Design Report shall incorporate all comments received from KCPR. The Final Design Report shall accompany the 100% Design Drawings.

Consultant shall submit the various elements of the Combined Phase III Design package to KCPR for review and comment, at the 90% and 100% stages. Consultant shall meet with KCPR to discuss any aspects of the Draft Submittal that require clarification or other decisions. (See Task III.3.7) Upon completion of document revisions, Consultant shall submit a single Final Check Draft to KCPR for verification and final comment.

Consultant shall document all discussions and agreements during meetings with the KCPR prior to implementation or incorporation into the planning and design process. This consultation shall continue throughout the design process.

Upon finalization of the comments from KCPR, Consultant shall make required modifications to the design package and submit the 100% Design to KCPR for construction bidding.

TASK 300 DELIVERABLES

For this work element, Consultant shall submit:

Version:	Deliverable:	As Part of:	Copies
Draft	D.300.1.1 Final Design Report	90% Design Drawings	3
Final Check Draft	D.300.1.2 Final Design Report	90% Design Drawings	1
Final	D.300.1.3 Final Design Report	100% Design Drawings	6
Draft	D.300.2.1 Design Drawings	90% Design Package	1
	(half-size)		

Final Check Draft	D.300.2.2 Design Drawings (half-size)	90% Design Package	3
Final	D.300.2.3 Design Drawings (half-size)	100% Design Package	6
Draft	D.300.3.1 Specifications and Bid Documents	90% Design Package	6
Final Check Draft	D.300.3.2 Specifications and Bid Documents	90% Design Package	4
Final	D.300.3.3 Specifications and Bid Documents	100% Design Package	6
Draft	D.300.4.1 Cost Estimate	90% Design Package	3
Final Check Draft	D.300.4.2 Cost Estimate	90% Design Package	4
Final	D.300.4.3 Cost Estimate	100% Design Package	6
Draft	D.300.5.1 Construction Quality Assurance Plan	90% Design Package	3
Final Check Draft	D.300.5.2 Construction Quality Assurance Plan	90% Design Package	4
Final	D.300.5.3 Construction Quality Assurance Plan	100% Design Package	6
Draft	D.300.6.1 Minutes of all meetings and discussions, as required	e-mail	
Final	D.300.6.2 Minutes of all meetings and discussions, as required	e-mail	

TASK 350 ENGINEERING SERVICES DURING BIDDING

Objective: The Consultant shall assist KCSWD during the bidding process by answering technical questions raised by the prospective Bidders; attend the pre-bid meeting and prepare technical addenda, if needed.

Task 350.1 Respond to Questions from Prospective Bidders

The Consultant shall address questions received from potential Bidders at the request of KCSWD. It is assumed that not more than 30 hours of technical staff time shall be required for this activity.

Task 350.2 Attend and Document the Pre-Bid Meeting

The Consultant shall prepare the meeting agenda, attend, participate in, and document a pre-bid meeting conducted by KCSWD during the bidding period. It is assumed that up to two engineers shall attend the meeting and no more than 16 hours of staff time shall be required to complete this activity.

Task 350.3 Prepare Addenda

Consultant shall prepare technical data or design revisions required for ONE addendum to the Contract Documents. It is assumed that the addendum will involve only minor revisions to existing drawing, specifications, the contract, and/or bidding documents. It is assumed that no more than 24 hours of the Engineer's time will be required for this Addendum.

Task 350.4 Review Bid Tabulation, Bidder's Technical Qualifications and Document Results

The Consultant shall review a tabulation of bids prepared by King County, review bidders' technical qualifications and complete reference checks for the apparent low bidder, if requested. The Consultant is to discuss findings with the KCPR and prepare a letter documenting the results of the evaluation.

TASK 350 DELIVERABLES

- D.350.1 Memorandum documenting the Pre-Bid Meeting (by e-mail).
- D.350.2 Technical Information of Addenda (24 hours).
- D.350.3 Letter documenting evaluation of Bid Tabulation and Bidder's Technical Qualifications.

TASK 400 AREA 6 OPERATIONS PLAN MODIFICATIONS

Objectives:

- 1. Communication with KCSWD's Operations Personnel to ensure coordination of the Area 6 staged closure design with the needs of site operations;
- 2. Modification of the existing Area 6 Development Filling Plan to address:
 - a) The impact of the most recent refuse tonnage estimates, tonnage densities, daily cover usage estimates, and grading plans to the existing grading and filling plans;
 - i. Potential improvements to operational practices:
 - ii. Aspects of the design that will impact on operations;
 - b) The temporary stoppage of filling operations at lifts 12 and 13 and the development of a future combined top lift for Areas 5, 6, and 7.
- 3. Evaluation of the utilization of stationary refuse trailer tippers and articulated dump truck for landfill operation.

Task 400.1 Liaison with Operations Personnel

Consultant shall maintain close working relationships with KCSWD site personnel in order to facilitate coordination of site operational needs during the planning and design process. This interaction shall be confined to Consultant Project Manager and/or two other key Task Managers on an as-required basis. The liaison is expected to include:

1. The equivalent of one half-day per week during a 16 month period on-site contact by a Project Team Senior Engineer throughout design; and

- 2. One half-day meeting per month with Project Team Senior and Staff Engineer throughout design.
- 3. Meeting with CHRL Operations Personnel to delineate areas for the excavation of daily cover.
- 4. Monitor daily cover soil excavation program.
- 5. Site inspections completed bi-weekly until Contractor mobilization.
- 6. Coordination of the Area 6 Closure Design with the needs of site operations.

Consultant shall document all discussions and agreements made with site personnel, and obtain approval from KCPR of any decisions made, prior to implementation or incorporation into the planning and design process. This consultation shall continue throughout the design process.

Task 400.2 Filling Plan Modifications

An update to the Filling Plan, a component of the Operations Plan, shall be prepared as part of the Area 6 staged closure. The update shall combine the efforts of the staged closure designs and be focused on: documentation of the as-built conditions for the inplace lifts; inclusion of the closure designs; and modification of specific elements of the filling methodology and sequence, as requested by site operations personnel.

This task will also provide conceptual, preliminary, and final lift plans for a combined Area 5, 6, and 7 final lift.

This task shall also include the evaluation of the utilization of refuse trailer tippers and articulated dump trucks for landfill operations.

KCSWD shall be provided with the necessary information to continue filling operations as required to facilitate execution of the final cover design.

TASK 400 DELIVERABLES

Consultant shall submit:

Version:	Deliverable:	Copies:
Draft	D.400.1.1 Area 6 Filling Plan Update	3
Final Check	D.400.1.2 Area 6 Filling Plan Update	1
Draft		
Final	D.400.1.3 Area 6 Filling Plan Update	6
Draft	D.400.2.1 Minutes of all meetings and	e-mail
	discussions, as required	
Final	D.400.2.2 Minutes of all meetings and	e-mail
	discussions, as required	

Meetings:

Bi-weekly Operations Meetings and Site Inspections

TASK 500 DESIGN SERVICES DURING CONSTRUCTION

Objective:

The Consultant shall perform related technical and design services during construction. A maximum of 8 months is assumed for this Task.

Consultant shall provide design services during construction on those aspects and questions that arise and that are directly related to the design, including the following estimated scope and level of effort:

Task 500.1 Pre-Construction Meeting

Consultant shall attend and provide technical services to the KCPR at the Preconstruction meeting.

Task 500.2 Site Visits and Final Inspections

The Consultant shall perform 12 site visits for review of construction conformance with design, and verification of design details Consultant's PM and Senior Engineer), and review/inspect completed construction (assumed to be performed by the Consultant's Senior Engineer and lead staff).

Task 500.3 Request for Information Responses

Review up to 12 Requests for Information/Clarifications submitted by Contractor (assumed to be completed by Consultant's Senior Engineer and lead staff).

Task 500.4 Work Change Directive Reviews

Review up to 12 Work Change Directives produced by the Construction Manager to assure that changes do not change the intent of the original design (assumed to be completed by Consultant's Senior Engineer and lead staff).

Task 500.5 Design Modifications

Review up to 12 design changes proposed by Contractor and develop cost estimates for preparation of revised plans, specifications, and cost estimates for proposed changes (estimate one major revision to be completed by the Consultant's Staff Engineer).

Task 500.6 Submittal Review

Review up to 12 submittals at the request of Construction Management Consultant, of drawings, sketches, diagrams, product information, and illustrations submitted by Contractor (assumed to be completed by the Consultant's Senior Engineer and lead staff).

TASK 500 DELIVERABLES

- D.500.1 Monthly Progress Report (1 copy).
- D.500.2 Documents to assist KCSWD with Change Order negotiations as requested (1copy).
- D.500.3 Final Punch List (1 copy).
- D.500.4 Recommendation for Project Acceptance (1 copy).
- D.500.5 Complete set of construction files (1 set).
- D.500.6.1 Draft Record Drawings (3 sets).
- D.500.6.2 Final Record Drawings (6 sets).

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

E00029E06 Attachment 2

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer's Small Economically Disadvantaged Business (SEDB) utilization as set forth in the submittal constitutes the Proposer's commitment, if awarded this contract by the County, to use certified and qualified SEDBs.

he Propo	ser designates		
	(name)		
	(title)		
	(phone number)	 	

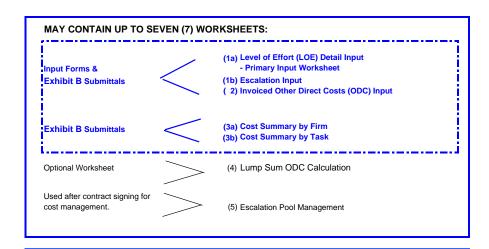
as the person charged with carrying out and reporting the Proposer's voluntary efforts to use SEDBs.

The Proposer affirms that it has elected to participate in the voluntary efforts set forth in the solicitation for this contract to provide SEDBs equitable opportunity to participate in the performance of the work, and that all documentation included herein is true and correct.

ATTACHMENT 3 - WORKPLAN / LOE & PROJECT SCHEDULE

E00029E06 Attachment 3

A&E and PROFESSIONAL SERVICES LEVEL OF EFFORT SUBMITTALS & REVIEWS



To use Workbook, enable macros using Tools/Macros/Security/Medium.

The macros (to add, delete, hide, etc.) are in the KC Menu in left corner of each spreadsheet.

Keep this Workbook intact.

Copying a single worksheet to a different workbook will eliminate the embedded references and formulas

Do not use the words "total" or "subtotal" in any entry.

Colored cells are for input of data.

These cells are not to be used.

White cells contain formulas to total data; do not enter data into the white cells.

Only enter information related to this RFP, contract or amendment.

If you have questions or comments about this Workbook, call the Procurement & Contracts Services Section (PCSS) at 206-

CONTRACTING PROCESS

The Excel LOE Review Workbook is used from the Request for Proposals (RFP) process through the contracting and amendment negotiation processes.

During the RFP process:

The Level of Effort (LOE) Detail Input Worksheet is included in the RFP document; however, for A&E contracts, cost information can not be requested until a Notice of Selection is issued. In all RFPs for Architectural & Engineering (A&E) services, the cells pertaining to cost should be "hidden". For professional services contracts only, cost information may be requested as a part of the RFP process.

The Consultant provides the labor data on the Exhibit B - LOE Detail Input worksheet provided in the RFP packet.

At initiation of negotiations:

- (1) The Consultant provides cost information, specific to the work being negotiated
 - using the following worksheets in this Workbook:
- (a) the LOE Detail Primary Input Worksheet;
- (b) the ODC Detail Worksheet; and,
- (c) the Cost Summary by Firm worksheet.
 - If the contract's duration is greater than 12 months, the Consultant also provides data on the Multi-year Labor Escalation Worksheet.
- (2) The Project Representative (PR):
- (a) begins negotiating SOW, LOE (budget) & schedule with the Consultant; and,
- (d) sends the following information to the Contract Specialist:
 - -- an electronic copy of the Excel LOE Review Workbooks;
 - -- an electronic copy of the Scope of Work (SOW) document
 - -- a copy of the schedule.

If the total price of the contract is over \$2 million, the PR also sends the information to the Department of Finance Project Control Officer (PCO).

- (c) If this is a contract amendment, it is recommended that the PR complete the Project's Financial Overview Worksheet and send it to the PCO.
- (3) The PCO:
- (a) reviews, analyzes, comments & makes recommendations re SOW, LOE (budget) & schedule.
- (b) returns the LOE Review Workbooks to the PR.

During the iterative negotiation process:

- (4) The PR negotiates with the Consultant & works with the Contract Specialist and/or PCO, on the SOW, schedule and LOE (budget).
- (5) Any issues with the SOW or LOE (budget) should be resolved between the PR & the Contract Specialist and/or PCO.
- (6) The PR sends to the Contract Specialist and the PCO an electronic copy of the final:
- (a) Exhibit A (the SOW),
- (b) Exhibit B (the Cost Summary & Worksheets)
- (c) Exhibit C (the schedule), and
- (d) the Contract Authorization Memo; and/or
- (e) the Amendment Justification Form.

Printed or Viewed 9/13/2006

EXHIBIT B - Level of Effort (LOE) Detail

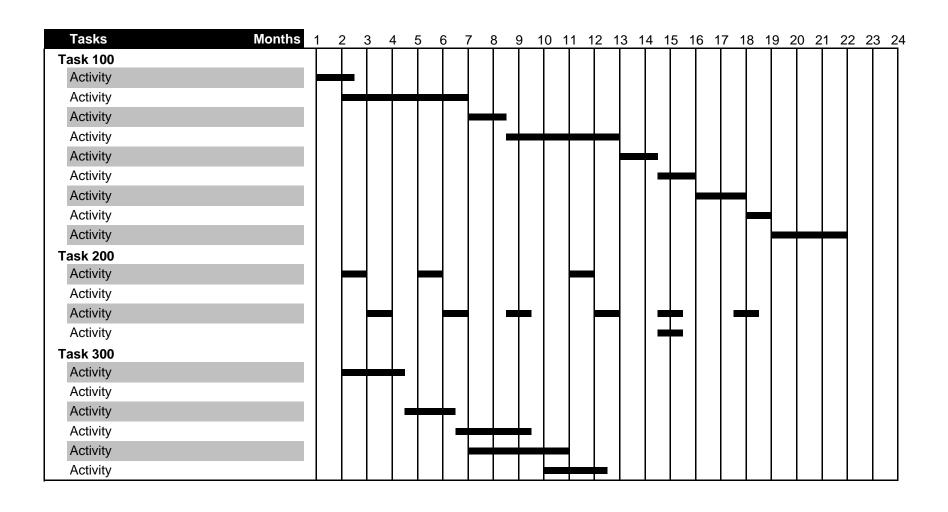
INPUT WORKSHEET - not a summary

Project Title: Cedar Hills Regional Landfill Area 6 Closure Design
Contract #: Fnnn29Fn6 Please see notes on the Instructions page!

Contract #: E00029E06 Amendment #:

Amendme	nt #:																																		
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Example Project Schedule



ATTACHMENT 4 - KEY PERSONNEL TABLE

E00029E06 Attachment 4

ATTACHMENT 4 – KEY PERSONNEL

CONTRACT E00029E06 CEDAR HILLS REGIONAL LANDFILL AREA 6 CLOSURE DESIGN

Role/Responsibility	Personnel Name	Estimated Hours by Phase
Project Manager		
Lead Project Engineer		
Lead Hydrogeologist		
Lead LFG Engineer		
Lead Geotechnical Engineer		
Lead Environmental Engineer		
Lead Landfill Operations Plan Developer		

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

There are no Attachment 5 forms that must be provided with the Submittal.

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at: http://www.metrokc.gov/procurement/forms/consultants.aspx

E00029E06 Attachment 5